

The Topeka State Journal.

10 CENTS A WEEK.

5 O'CLOCK. TOPEKA, KANSAS, THURSDAY EVENING, FEBRUARY 8, 1894.

TWENTY-SECOND YEAR.

WINS HER CASE.

Mrs. Lease Sustained by the Supreme Court.

Gov. Lewelling Can't Remove Her Without Cause.

JUDGES UNANIMOUS.

Justices Horton, Johnston and Allen Concur

That Mrs. Mary E. Lease Shall Retain Her Place.

Mrs. Mary E. Lease is victorious in her fight with Governor Lewelling for her place on the state board of charities. The supreme court this morning decided the quo warrant case in her favor.

Everybody in Kansas remembers that last December governor Lewelling made

Alliance and of the board of charities, it concluded Mrs. Lease will return to her home at Wichita.

THIS DOES NOT SETTLE IT.

Gov. Lewelling Comments on the Decision of the Supreme Court.

WICHITA, Feb. 8.—Cont. Lewelling who passed through the city this morning, refused to be interviewed on the decision of the supreme court in the Lease affair.

He said, however, that he did not understand that the decision settled the contest or gave Mrs. Lease the place permanently.

LEWELLING TO PARSONS.

The M. K. & T. Question Concerns More Than That One Town.

Governor Lewelling has written a letter to the Parsons delegation, who recently came to Topeka in a special train to petition for the dismissal of the suit brought against the M. K. & T. by the state for the forfeiture of the charter of the road.

The letter is addressed to Hon. Lee Clark and others. The governor says: "The matter is now pending in the courts, and the truth of the allegations of the state against the company will have to be determined by that tribunal, and if the facts are as the petitioner states, then neither Parsons nor the company can be injured by reason of the suit."

"I am disposed to let the court pass upon it without any interference on my part. While I am willing to take into consideration the feelings and wishes of the people of Parsons and vicinity, and entertain great respect for the people of that locality, I hope that I may be permitted to state without giving offense to any one, that it is not in the interest of the people of Parsons alone that are involved in this controversy."

HAD TO READ A HYMN.

Punishment Provided for Ministers at the Conference Who Were Not Prepared.

The Methodist Disciples conference held its closing session this morning and adjourned at noon.

It was a successful meeting in every way. The papers were interesting to all who attended and most of those assigned on the programme were prepared. Those who were not prepared, by a vote of the conference, were compelled to read a hymn.

At last night's meeting Rev. J. G. Henderson read a paper on "The Person of Christ." This paper was discussed by almost all the members of the conference.

The conference, then began quo warrant proceedings in the supreme court to compel him to show cause for presuming to act as a member of the board.

The decision of the court which was made public this morning after rehearsing the history of the case, says no attempt was made to remove Mrs. Lease for cause. The constitution ordains that the trustees of the benevolent institutions shall be appointed by the governor and with the advice and consent of the senate, but does not declare the term or tenure of office of the trustees. It also says the tenure of any office not therein provided for may be declared by law; when so declared an office shall be held during the pleasure of the authority making the appointment.

Another section declares the term or tenure of offices of the trustees after 1870, shall be three years. The obvious meaning of section 2 of article 13 of the constitution, is, that in those offices, the term or tenure of which is not fixed by law, the incumbent may be removed at the pleasure of the appointing power, but where the term or tenure is declared by law the officer shall hold for the full term.

CHIEF ARTHUR THERE.

Conference of Northern Pacific Employees Over Cut in Wages.

MILWAUKEE, Feb. 8.—A conference between the employees and receivers of the Northern Pacific in regard to the recent cut in wages is now in progress at the St. Charles hotel.

The workmen are represented by delegates from every railway organization including Chief Arthur of the Brotherhood of Locomotive Engineers, Chief Sergeant of the Firemen and Grand Chief Bansey of the Railway Telegraphers.

The men are making their argument today. The conference promises to last throughout the day and may be continued tomorrow.

STILL IN THE FIGHT.

The Santa Fe Will Maintain Cheap Grain Rates to Chicago.

KANSAS CITY, Mo., Feb. 8.—Some time since, the Santa Fe road inaugurated an open rate of nine cents on wheat and eight cents on corn, Kansas City to Chicago, the road claiming that these rates were being secretly made by the other roads. Lately the road has been taking steps to return the rates to their original basis—25 cents on wheat and 30 cents on corn.

The Santa Fe desires the other roads to enter into an agreement to adhere to the old rates, but they refused to do this. The fight therefore will be continued and it is likely that it will be prolonged indefinitely.

THE NATIONAL ALLIANCE.

The Fight On Equal Suffrage Going On Behind Closed Doors.

The national council of the Farmers' Alliance will not conclude its session this evening as had been expected, and it is doubtful if the closing session will be held before Saturday.

At this morning's session, which was behind closed doors, there were several warm debates, and the meeting was so interesting that the adjournment for dinner was not taken until 1 o'clock. It is understood that the fight over the endorsement of woman suffrage is in progress. Reports gathered in show that there are 42,000 members of the Alliance in Kansas. Tennessee shows only 2,800 members.

The officers have not yet been elected. At tonight's meeting, which will be an open one, Ben Terrill of Texas will speak.

Opened Again.

HUTCHINSON, Kan., Feb. 8.—The Dooley Dry Goods company, of this city, whose doors were closed yesterday opened and resumed business this morning on a sounder financial basis than ever. The trouble was caused by disagreement among the partners.



MRS. MARY E. LEASE.

an order removing Mrs. Lease from the state board of charities and that he appointed Mr. J. W. Freshour, of McPherson,

to fill the vacancy.

Mrs. Lease denied that the governor had any right or power to remove her without cause and refused to give up her position without a struggle. Mr. Freshour was anxious to become a member of the board and he presented himself at the meeting of the board and officiated as a member of it.

Mrs. Lease then began quo warrant proceedings in the supreme court to compel him to show cause for presuming to act as a member of the board.

The decision of the court which was made public this morning after rehearsing the history of the case, says no attempt was made to remove Mrs. Lease for cause. The constitution ordains that the trustees of the benevolent institutions shall be appointed by the governor and with the advice and consent of the senate, but does not declare the term or tenure of office of the trustees. It also says the tenure of any office not therein provided for may be declared by law; when so declared an office shall be held during the pleasure of the authority making the appointment.

Another section declares the term or tenure of offices of the trustees after 1870, shall be three years. The obvious meaning of section 2 of article 13 of the constitution, is, that in those offices, the term or tenure of which is not fixed by law, the incumbent may be removed at the pleasure of the appointing power, but where the term or tenure is declared by law the officer shall hold for the full term.

"Of course," says the decision, "any trustee may be removed for good cause shown, but this fact becomes a condition precedent and the cause or causes enumerated must be alleged, and the party notified and he causes examined."

"It is unnecessary for us to determine in this case whether a removal can be had upon a hearing before the governor alone, or before a special tribunal created, or until after malfeasance or misconduct in office has been established in the courts."

"If Mrs. Lease has been arbitrarily removed without any cause or warrant of law, as alleged in the petition, she is entitled to be restored to all of her rights. She cannot be ousted except for cause, and before being ousted she is entitled to be heard in her own defense."

There cannot be said to be any politics in this decision, as all the justices concurred in the decision.

A STATE JOURNAL reporter saw Mrs. Lease at the National a few minutes after the decision was made public and asked her what she now intended to do. She said: "I had intended to resign my place on the board as soon as this decision would be handed down in my favor, as the salary connected with it is a mere pittance, but I have changed my mind and I propose to hold my place at all hazards. My reasons for changing my mind are simply these: I am informed that it is the plan of the administration to bring charges against me for bribery. I am told that they will charge that I accepted bribes from the wholesale grocery houses in the letting of the contracts for the state institutions. Now, I want to say all such charges are false, and I propose to hold my place on the board and make them prove all charges they may prefer."

Continuing she said: "I have notified the superintendent of the asylum that I will be out there tonight to attend the meeting of the board which is to be held there either this evening or tomorrow morning, and I will preside, I can assure you. Mr. Householder won't be president of the board of charities as long as I am one of the members."

When the meeting of the National

Alliance and of the board of charities is concluded Mrs. Lease will return to her home at Wichita.

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